REMARKS/ARGUMENTS

This Amendment is submitted with a Request for Continued Examination. As explained in further detail below, Applicants have amended independent Claims 1, 12, 20, and 30 to further distinguish the cited references. In addition, Claims 2, 4-7, 13, 17, 25, and 35 have been amended to address the indefiniteness rejections. In light of the amendments and subsequent remarks, Applicants respectfully request reconsideration and allowance of the claims.

The Examiner rejects Claims 1-7, 12-14, and 30 under 35 U.S.C. §112, second paragraph, as being indefinite. Moreover, the Examiner rejects Claims 1-7, 11-17, 19-25, 27, 28, 30-35, 37, and 38 under 35 U.S.C. §102(b) as being anticipated by U.S. Patent No. 6,826,543 to Harford et al. The Examiner also rejects Claims 8-10, 18, 26, 29, and 36 under 35 U.S.C. §103(a) as being unpatentable over Harford in view of an article entitled "Frustrated Fliers Say Fair Fare a Gamble," by Glaser.

Rejection of Claims 1-7, 12-14, and 30 under 35 U.S.C. §112, ¶ 2

In the Office Action, the Examiner found that Claims 1 and 12 were indefinite due to the use of the phrase "at least partially" and the "manner" in which purchase offers are provided to the user. Applicants have amended Claims 1 and 12 to delete the phrase "at least partially" and have replaced "manner" with format.

The Examiner also rejected Claims 2, 3, 13, and 14 as being indefinite for lack of antecedent basis with respect to the use of the term "purchase offers". In response, Applicants have amended Claims 2 and 13 to delete "from a respective supplier" such that purchase offers are provided based on marketing criteria of the supplier and seller. Applicants respectfully disagree that Claims 3 and 14 are indefinite, as Claims 3 and 14 simply require that the purchase offers are presented to the user based on the marketing criteria of both the supplier and seller, whereas independent Claims 1 and 12 recite that the purchase offers are based on the marketing criteria of either the supplier or the seller.

Furthermore, the Examiner rejects Claims 4-7 as being indefinite for lacking antecedent basis to the term "provision". Applicants have amended Claims 4-7 to replace "provision" with "providing" such that the claims recite proper antecedent basis.

The Examiner also rejects Claims 12 and 30 "since the claim recites a system comprising of a processing element which comprises code, and this renders the claim indefinite, because a system typically comprises of hardware components and not a computer program." Applicants respectfully disagree. Independent Claims 12 and 30 recite systems for providing purchase offers and generally include "a processing element". A processing element is not simply a computer program or code, and paragraph 19 on pages 8-9 of the present application discloses that a processing element may be "a computing system that includes one or more processing components" for performing various functions. For example, the processing element "may include one or more processors that execute program code stored in one or more memory devices." Therefore, Applicants submit that the processing element includes a "hardware component" of the system and recites various functions performed by the processing element and, thus, Claims 12 and 30 are definite.

Accordingly, Applicants respectfully submit that the rejections of Claims 1-7, 12-14, and 30 under 35 U.S.C. §112, second paragraph, are overcome.

Rejection of Independent Claims 1, 12, 20, and 30 under §102(e)

In Applicants' previous response, independent Claims 1 and 12 were amended to recite that the marketing criteria comprises at least one merchandizing rule that at least partially dictates a predetermined number of purchase offers provided to the user and/or a manner in which the purchase offers are provided to the user. Independent Claims 20 and 30 were also amended to recite that the marketing criteria comprises at least one quantifiable marketing goal of a seller and/or a supplier of the purchase offer. It appears that Applicants' arguments and amendments were persuasive as the Examiner now relies on Harford as disclosing the claimed invention.

Harford discloses a system and method for matching an offer from a customer with a quote from a supplier that increases the likelihood of achieving an acceptable match. In

particular, Harford discloses that the system queries multiple suppliers in order to receive rate quotes for a particular product. The process for identifying a winning bid is based on a first value representing the customer's offer amount adjusted for the transactional costs and any promotional or special circumstances, and a second value representing the customer's offer amount adjusted for transactional costs and a minimum desired profit. For example, hotel fares that are quoted may be ranked based on the location of the rate quotes with respect to the first and second values and the hotel class. The hotel ranked the highest is selected as the winning hotel, and the accommodations may be booked. The actual rate booked may be higher than the quoted rate, as the rate may be adjusted based on whether the hotel having the winning quote submitted another higher rate.

In order to further distinguish the cited references, Applicants have amended independent Claims 1 and 12. In particular, Claims 1 and 12 now recite that the marketing criteria comprises at least one merchandizing rule that at least partially dictates a predetermined number of purchase offers provided to the user *and* a format in which the purchase offers are provided to the user. Thus, merchandizing rule affects both the number of purchase offers provided and the format in which the purchase offers are presented to the user. For example, the present application discloses that the merchandizing rules may affect the content location or display characteristics of the purchase offers provided to users.

In the Office Action, the Examiner relies on col. 13, line 23 to col. 14, line 56 of Harford as disclosing merchandizing rules that affect the number or manner in which the purchase offers are provided to the user. At most, Harford discloses that the number of hotels that are ranked are limited based on various criteria, such as the customer's offer, transactional costs, promotions, or minimum desired profit. But, Harford does not also teach or suggest that any marketing rule affects the format of the ranked hotels that are provided to the user. In fact, Harford does not teach or suggest that the ranked list is provided to the user at all, as it is only the highest ranked bid that is identified as the winning bid. Since Harford does not disclose that the ranked list is provided to the user, there is no motivation to modify the format of the ranked list.

Dependent Claim 7 recites adjusting a format of a purchase offer associated with the type of purchase option offered by a supplier in a document that presents offers based on monitoring

purchase transactions associated within a type of purchase option offered by a supplier, while dependent Claims 16, 24, and 34 recite presenting the purchase offers provided by a respective supplier in a format relative to the purchase offers provided by other suppliers that is based upon the marketing criteria of the supplier and the seller. In rejecting these claims, the Examiner relies on col. 14, lines 26-56 of Harford. However, this particular section of Harford only relates to determining the actual rate of the winning bid and then booking the accommodations. As such, Applicants fail to appreciate where Harford discloses that the format of the purchase offers that are presented to the user is affected by merchandizing rules.

In the Office Action, the Examiner failed to specifically address independent Claims 20 and 30, which were amended in Applicants' previous response to recite that the marketing criteria comprises at least one quantifiable marketing goal of a seller and/or a supplier of the purchase offer. Although Applicants do not believe Harford teaches or suggests providing at least one purchase offer based on respective scores and associated marketing criteria that includes at least one quantifiable marketing goal of a seller and/or supplier of the purchase offer, Applicants have amended Claims 20 and 30 to recite monitoring activities associated with the at least one purchase offer, wherein providing the at least one purchase offer comprises providing at least one purchase offer based on a comparison of the monitored activities and the at least one quantifiable marketing goal. For example, the present application discloses that buying and selling activities may be monitored and compared to marketing goals. Based on the comparisons, the scoring logic, merchandizing rules, and/or pricing methodologies may be adjusted in order to generate updated purchase offers (see e.g., FIG. 3 and ¶¶ 48-49 of the present application).

As explained above, Harford only discloses that hotels are ranked in order based on various criteria, but the purported purchase offers are not provided based on both the rank and a comparison between monitored activities associated with the purchase offers and quantifiable marketing goals of the hotel. Thus, Harford fails to teach or suggest independent Claims 20 and 30.

Therefore, the rejection of independent Claims 1, 12, 20, and 30 under 35 U.S.C. §102(e) is overcome. Since the dependent claims include each of the recitations of a respective

independent claim, the rejections of the dependent claims under §§102(e) and 103(a) are also overcome for at least the same reasons as described above in conjunction with independent Claims 1, 12, 20, and 30.

Although Applicants submit that the dependent claims are allowable for at least those reasons discussed above, Applicants submit that several of the dependent claims are further distinguishable from the cited references. For example, none of the cited references teaches or suggests dependent Claims 2, 13, 21, and 31, which recite that providing one or more purchase offers comprises limiting the purchase offers based upon the marketing criteria of the supplier and the seller. In addition, none of the cited references teaches or suggests Claims 3, 14, 22, and 32, which recite that providing one or more purchase offers comprises presenting the purchase offers to the user in accordance with the marketing criteria of the supplier and the seller. In the Office Action, the Examiner indicates that the independent claims did not select an alternative of the marketing criteria of the seller or supplier, but Claims 2, 3, 13, 14, 31, and 32 require that the purchase offers are based on both the marketing criteria of the seller and supplier.

Moreover, none of the cited references teaches or suggests monitoring purchase transactions and adjusting the providing of purchase offers based upon the purchase transactions, as recited by Claims 4, 17, 25, and 35. The portions of Harford relied upon by the Examiner are irrelevant to monitoring purchase transactions. Furthermore, none of the cited references teaches or suggests Claims 7, 16, 24, and 34, which recite presenting the purchase offers provided by a respective supplier in a format relative to the purchase offers provided by other suppliers that is based upon the marketing criteria of the supplier and the seller. Again, the portion of Harford relied upon in the Office Action does not teach or suggest that the format of the purchase offers is based on the marketing criteria of a supplier and seller.

Therefore, Applicants respectfully submit that at least dependent Claims 2-4, 7, 13-17, 21-25, and 31-35 are further distinguishable from the cited references in addition to those reasons discussed above with respect to independent Claims 1, 12, 20, and 30.

CONCLUSION

In view of the amendments and remarks presented above, it is respectfully submitted that all of the present claims of the present application are in condition for immediate allowance. It is therefore respectfully requested that a Notice of Allowance be issued. The Examiner is encouraged to contact Applicants' undersigned attorney to resolve any remaining issues in order to expedite examination of the present application.

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,

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